

PX 471

Message

From: [REDACTED]@ripple.com]
on behalf of [REDACTED]@ripple.com> [REDACTED]@ripple.com]
Sent: 7/13/2016 11:49:33 AM
To: [REDACTED]@ripple.com]
CC: Brad Garlinghouse [REDACTED@ripple.com]; [REDACTED]@ripple.com; Antoinette O'Gorman [REDACTED]@ripple.com]
Subject: Re: Confirm Offer Letter For [REDACTED]
Attachments: 2016 Code of Conduct.pdf; [REDACTED]PIIA_signed.pdf

Hey [REDACTED]

I've attached a signed copy of your PIIA here for reference. Please also take a look at Section 4 of Ripple's 2016 Code of Conduct (also attached), which addresses our policies around Company IP and Confidentiality. We asked all employees to read and sign off on this version of our Code at the start of the year.

I've added Antoinette to this email strand as she authored much of our Code and may be able to assist with questions specific to that document.

I'm available to chat live (as are [REDACTED] and Brad) if you have particular questions or concerns on this topic.

Thanks!

[REDACTED]
On Wed, Jul 13, 2016 at 6:56 AM, [REDACTED]@ripple.com> wrote:
Exactly correct.

Thanks,

[REDACTED]
On Wed, Jul 13, 2016 at 6:37 AM, Brad Garlinghouse <brad@ripple.com> wrote:
Hey [REDACTED]

I'll let [REDACTED] weigh in - but we don't have "Employment Contracts" per se - as you describe / ask below.

I believe you are simply asking for clarity and specifics (exact verbiage) of what Ripple requires (via offer letter or other documents like employee handbook etc) as it relates to the IP for projects you work on in your own time.

Is that correct?

Brad

[REDACTED]
On Tue, Jul 12, 2016 at 7:39 PM, [REDACTED]@ripple.com> wrote:

Could you confirm that the attached offer letter is the current contract binding myself with Ripple (The Company). If not, would you please attach my current legally binding employment contract?

Thank you,



--

[REDACTED]
Integration Client Services

[REDACTED]@ripple.com | ripple.com

--

[REDACTED]

People Operations Manager | Ripple

[REDACTED]
ripple.com | ripple.com





Ripple Code of Conduct

December 2015



Overview

We have four primary values that represent what Ripple believes as a team and form the basis for everything we do:

Openness: Ripple is an open-source protocol. We value transparency with each other and with the world.

Constructiveness: We are builders, not disruptors. The Ripple protocol provides the technology infrastructure onto which new payment systems can emerge and established payment systems, regulations, and institutions can migrate.

Inclusiveness: Ripple does not discriminate in hiring and engineering practices. We build for the world, not just for ourselves.

Humility: Ripple recognizes that developers and enterprises are the true innovators building and expanding the value web. Employees of Ripple are not focused on who is right; rather, what is right.



Introduction

The reputation and good name of Ripple depend entirely upon the honesty and integrity of each employee and all those closely associated with the company.

This Code of Conduct applies in its entirety to all Ripple employees. Certain provisions of the Code of Conduct appropriately extend beyond employees to cover the Board of Directors, contractors, founders, investors, and advisors ("Insiders").

It is impossible to cite examples of every type of activity that might give rise to a question of unethical conduct. Therefore, it is important that each employee and every Insider to the company exercise good judgment in the performance of his or her duties and responsibilities. When situations occur where the proper course of action is unclear, employees must request advice and counsel from their managers or from the Head of HR / People Operations at Ripple, who can be contacted via email at hr@ripple.com. Contractors in need of advice regarding ethical questions should consult their engagement officer at Ripple, and other Insiders should consult with the Board.

1. Treating Others with Dignity and Respect

We are committed to fostering an inclusive workplace where talented people want to stay and develop their careers. Supporting a diverse, engaged workforce allows us to be successful in building trust, empowering teams, serving our clients and outperforming our peers. We give equal employment opportunity to all individuals in compliance with legal requirements and because it's the right thing to do.

Respecting others, appreciating diverse points of view and making decisions based on merit are predicated on our core values. Our policy ensures equal employment opportunity without discrimination or harassment on the basis of race, color, religion, age, gender, gender identity, sexual orientation, national origin, citizenship, disability, marital and civil partnership and union status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), veteran status or any other characteristic protected by law.

We expect that all relationships in the workplace will be free of bias, harassment and violence.

Ripple strictly prohibits and will not tolerate any form of sexual harassment or job discrimination. Such conduct is unacceptable in the workplace as well as in any work-related setting outside of the workplace.

Ethical Decision-Making

Each of us has a responsibility to uphold the Code; in fact, compliance with the Code is a term and condition of employment with the Company. This means you must do the right thing when it comes to your own conduct, and you must speak up about conduct of others that might violate our Code of Conduct or Company policies. It also means you must cooperate as directed by the Company with any investigation, inquiry, examination or litigation related to the Company's business. Upon joining the Company, new hires are required to provide



affirmation that they have read and understand the Code, will comply with it, and will report any suspected violations, as required. New hires are required to complete Code of Conduct training shortly after beginning work at Ripple. Compliance with these requirements is a condition of employment.

Manager Responsibilities

Managers have an even greater level of responsibility. If you are a manager, your employees look to you to lead with integrity. Make sure you know the Code and can either help employees with questions or direct them to someone who can. If an ethical issue or a suspected violation is brought to your attention, don't investigate it yourself. You can report it using Ripple's anonymous reporting hotline (via phone [REDACTED] or online at www.ripple.ethicspoint.com) and ask the employee who came forth to do the same. The matter will be investigated by an appropriate party, such as Human Resources, Compliance, or Legal. Managers are responsible for supervising the activities and conduct of employees in their reporting line and should always make sure that the reporting employee is protected from any form of retaliation. Consult with People Operations when you identify a concern or misconduct or on how to prevent its recurrence. Managers who fail to take action and report misconduct may be held responsible for their failure to report or failure to take steps to address or remediate an identified issue.

Compliance with the Law

Being aware of — and complying with — the laws and regulations under which we operate is not just a critical part of our business, but fundamental to who we are. It is important to comply with not just the letter, but also the spirit and intent, of the law. Violating the law — or engaging in unfair, deceptive and abusive acts or practices — may weaken customer confidence and put our reputation at risk, and can result in regulator criticism, legal action, fines and penalties, and other negative repercussions for our Company. If complying with any provision of our Code would cause you to violate local law, you should follow the local law. As an employee, you are expected to know and comply with the laws and regulations that apply to you and, if you ever have questions, to contact your Compliance Officer or People Operations for help.

2. Insider Purchase, Sale and Holdings of XRP

XRP and the Ripple Protocol

XRP is a math-based currency that is native to the Ripple protocol. The inventors of the Ripple protocol created 100 billion XRP at its inception, and gifted 80 billion of the 100 billion XRP to Ripple. No more can ever be created according to the protocol's rules.

Ripple reserves approximately 25 billion XRP to fund its operations, and distributes the balance. Our goal in distributing XRP is to incentivize actions that build trust, utility and liquidity in Ripple.



Acting Ethically and Transparently

It is imperative that all Ripple employees, contractors, founders, Board members, investors, and advisors act ethically and transparently with respect to purchases, sales, and holdings of XRP, in alignment with the goal of building and maintaining public trust in Ripple.

Purchase, Sale and Disclosure of Holding XRP

The following requirements apply to all Ripple Insiders:

XRP Giveaways - Insiders may not participate in XRP "giveaways" hosted or promoted by the Company.

Purchase and Sale of XRP - Insiders should avoid activity that could impair the integrity or reputation of Ripple or disadvantage other users of the protocol. For this reason:

- Insiders may not buy, sell, recommend or trade XRP, either personally or on behalf of someone else, under circumstances that could appear unfair to the wider Ripple community and non-Insiders generally. This includes situations in which Insiders have access to information about Ripple or the Ripple protocol that has not been publicly announced, and which might reasonably affect the decision to buy or sell XRP.
- The Company may from time to time designate certain time periods as "restricted" periods if in the judgment of executive management, a coming announcement or other event may significantly affect the trading price of XRP. During such restricted periods, Insiders may not buy, sell, trade or recommend XRP. At other times, Insiders are responsible for exercising their judgment as to whether trading XRP is appropriate.
- Insiders may not buy, sell, recommend, or trade XRP valued in excess of \$100,000 in any one month, either personally or on behalf of someone else, without prior written approval from Ripple's CFO, the Chief Compliance Officer, and a direct supervisor. If the XRP transaction does not occur within one month of authorization, re-approval must be sought.

Following are examples of situations in which it would be inappropriate for Insiders to buy, sell, trade, or recommend XRP:

- Prior to public announcements of new bank partnerships
- Prior to public announcements relating to adverse regulatory actions
- Prior to public announcements regarding other significant partnerships (e.g., financial coalitions)
- Prior to public announcements relating to CEO or founders' XRP movement

Following are examples of situations in which it would be appropriate for Insiders to buy, sell, trade, or recommend XRP:

- Purchasing XRP pursuant to a documented automatic investment program, or a standing order locked in at a specific price
- Small transactions in regular course of business (under \$3,000 or the equivalent in XRP)
- Purchasing (less than \$100,000 worth of XRP per month) due to general confidence in Ripple team members, and confidence in the Company itself

Failure to comply with these restrictions may be grounds for disciplinary action, including termination of association with Ripple. Depending on the severity of the breach of fiduciary responsibility, further legal and financial penalties may apply.



3. Compliance with Anti-Money Laundering Laws

The following provision applies to all Ripple Insiders:

Ripple is firmly committed to the prevention of money laundering and terrorist financing activities, and to compliance with applicable anti-money laundering laws, including the Bank Secrecy Act and the USA PATRIOT Act. Ripple's Anti-Money Laundering Policy is also designed to achieve compliance with the U.S. Office of Foreign Assets Control ("OFAC" or, more broadly, "sanctions") regulations. Money laundering is the process by which individuals attempt to conceal the true origin and ownership of the proceeds of illegal activities. If undertaken successfully, control may be maintained over the proceeds, and ultimately, a cover provided for the source of illegal activities. Violating these laws is strictly prohibited. As a member of the financial services community, you have a special obligation to support law enforcement throughout the world to combat various types of financial crime, such as attempts to launder money for criminal activity and finance terrorist operations. You're expected to comply fully with all anti-money laundering laws and only conduct business with reputable entities involved in legitimate business activities that use funds derived from lawful purposes.

Failure to comply with anti-money laundering laws puts the company and you at serious risk and may be grounds for disciplinary action, including termination of association with Ripple. Depending on the severity of the breach of fiduciary responsibility, the company may report such activities to governmental agencies, and further legal and financial penalties may apply.

Anti-Bribery and Corruption:

Ripple's reputation for integrity is central to the success of our business. We will never compromise our reputation by engaging in, or appearing to engage in, bribery or any form of corruption. Employees or Insiders may not give, offer or promise (directly or through others such as family members) anything of value to government officials, clients, suppliers or other business partners, if it is intended or could reasonably appear as intended to obtain some improper business advantage.

Ripple employees or insiders may not solicit or accept anything of value (either directly or through others such as family members) if it is intended or could reasonably appear as intended to improperly influence your decisions on behalf of Ripple. Ripple's Anti-Bribery and Corruption Policy also prohibits facilitation or "grease" payments which include anything of value given to a foreign government official to cause that government official to perform a routine duty or function, or to expedite such performance. Refer to Ripple's Anti-Bribery and Corruption Policy for additional details.

Ripple expects all employees to act ethically and does not tolerate bribery. If something seems improper or may involve bribery, contact your Compliance Officer or submit a report:

- using Ripple's internal Unusual Activity Reporting ('UAR') process;
- via Ripple's global reporting hotline – telephone [REDACTED] (anonymous reporting);
or,
- online at www.ripple.ethicspoint.com (anonymous reporting)



4. Company Property and Information

The following provision applies to all Ripple Insiders:

Company Property: An employee has a duty to protect and conserve Company property and ensure its use for proper purposes.

Company Information: Ripple created and supports the Ripple protocol, an open-source, distributed payments protocol. This work of Ripple includes producing additional open source software products for use by developers and users of the network. While we do strive to be as open as possible, we do maintain certain confidential information.

Knowing what information should be kept confidential and what can be disclosed is a skill that every employee and all other Insiders should master. When in doubt about the confidentiality of particular information, employees and contractors should verify with an officer of Ripple that the information can be shared before doing so; other Insiders should consult with the CEO or a member of the Board.

Employees and other Insiders must strictly preserve the confidentiality of non-public information to which they have access that is designated as confidential, private or proprietary. It can be disclosed only as required for Company purposes and only as authorized.

Use of Non-Public Information for Private Gain: Employees and other Insiders may not use non-public information for any purpose other than Ripple business. An employee or other Insider may not allow the improper use of such non-public information to further his or her own private interest or that of another person, whether through advice, recommendation, or a knowing, unauthorized disclosure.

Dealing with Confidential Information: Trust is essential to our business success. Customers, companies and business partners with which we do business trust us to be good stewards of their confidential information, whether that information relates to financial, personal or business matters. Confidential information can be written, oral, telephonic or electronic and includes a wide variety of data, from technology applications, business strategies and customer lists to personnel information.

How do you know what information is confidential information? The best practice is to assume that all personal information and all information you have about the Company and its business (including past, present and prospective customers, business partners, directors and employees) is confidential, unless the contrary is clear. Disclose confidential information only on a need-to-know basis. You have a duty to protect confidential information and to take precautions before sharing it with anyone, inside or outside the workplace.

- Don't share confidential information with friends or family, and don't discuss it in places where others could overhear.
- Don't access or use confidential information, and don't disclose it to fellow employees who are not involved in providing services to the owner of the information, unless you are authorized and legally permitted to do so.

Finally, don't send confidential information, including internal communications such as intranet



postings, outside the Company (including to your own personal email address), unless permitted to do so under applicable law and Company policy or procedures.

We are also obliged to safeguard confidential information of prior employers. Your responsibility to protect confidential information also applies to work you may have done before coming to Ripple. Sharing confidential information from a former employer is unethical and can also expose you and Ripple to legal liabilities. Do not disclose any confidential information of a prior employer unless it's already been made public through no action of your own.

Each of us has a special responsibility to protect the confidentiality of information related to our customers. This responsibility may be imposed by law, may arise out of agreements with our customers or may be based on policies or practices adopted by the Company. Certain jurisdictions have regulations relating specifically to the privacy of individuals and business customers.

5. Conflicts of Interest

The term "conflict of interest" describes any circumstances that could cast doubt on an Insider's ability to act with objectivity with regard to Ripple's interest. The following provision applies to all Ripple Insiders, who are expected to avoid actions or involvements that could compromise their ability to act on behalf of Ripple.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice and guidance from their manager. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or People Operations.

Activities that could raise a question of conflict of interest include, but are not limited to, the following:

- Conduct business on behalf of Ripple with a member of the Insider's family or a business organization in which the Insider or a member of his or her family has a significant association, which could give rise to a conflict of interest, without first obtaining written approval. Employees and contractors should obtain such approval from an officer of Ripple; other Insiders should obtain approval from the Board.
- Serve as a director, board member or in an advisory or consultative, technical or managerial capacity for any non-affiliated business organization, government agency or industry group that interacts or does business with Ripple, is a competitor of Ripple, or is a client of Ripple without disclosing that affiliation. Employees and contractors should disclose such affiliations to People Operations; other Insiders should disclose such affiliations to the Board.
- Accept any position outside Ripple, which interferes with the proper performance of his or her duties.
- Take advantage of any business opportunity, which might be of interest to Ripple.



Disclosure of Investments: Ripple employees will disclose to People Operations all investments in (1) third party companies that make material use of the Ripple protocol, or that interoperate with others that do so, and (2) competitors of Ripple. Employees and contractors should disclose such investments to the People Operations area of Ripple; other Insiders should disclose such investments to the Board. Ripple may at its discretion share disclosures of investments in third party companies with various audiences, including the media, other investors and advisors, or the management of incubator programs with which Ripple is associated.

Gifts, Gratuities and Business Courtesies: The exchange of gifts and offers of entertainment are common business practices, but too often can be misinterpreted or suggest the appearance of something improper, even when there is no improper intent. While business gifts and entertainment can be important to building goodwill, they can also affect the relationship if your ability to exercise sound business judgment becomes blurred. The inappropriate giving or receiving of gifts and entertainment can erode the distinction between a business and a personal relationship. Ripple employees should avoid any actions that create a perception that favorable treatment of outside entities by the company was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom Ripple does or may do business. Ripple will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or the company's reputation.

A gift is anything of value and can take many forms, including meals or refreshments; goods or services; tickets to entertainment or sporting events; the use of a residence, vacation home or other accommodations; a raffle prize; travel expenses; a product or service discount; or charitable or political contributions made on your behalf. In general, anytime a recipient is not required to pay the retail or customary cost for something, it is considered a "gift." Also keep in mind that gifts given by others to members of your family or to those with whom you have a close personal relationship or to charities designated by you are considered to be gifts to you.

Giving Gifts: Offering gifts may be acceptable unless intended to improperly influence a business decision. Make sure that any gifts you offer are reasonable and customary and conform to our Code and Company policies. In general, you should never give a gift that:

- Would violate local laws, industry-specific regulations or the policies of the recipient
- Is intended or could reasonably appear as intended to obtain an improper business advantage
- Could appear to be offered with the intent of influencing someone to do something improper
- Would be considered lavish or inappropriate under the circumstances

Gift giving to government officials is governed by very strict laws and regulations, violations of which can have severe consequences for both you and the Company.

Accepting Gifts - From time to time, you may be offered gifts from a customer, company or person doing — or seeking to do — business with Ripple. In general, you should not accept gifts of any kind, but there are certain situations where it is permissible. Start by asking yourself:



1. Did I solicit the gift?
2. Have I received frequent gifts or offers from this same source?
3. Would acceptance of it violate any Company policies?
4. Is this gift being given in appreciation for good service or as thanks for the Company's business?
5. Is this customer, supplier or company trying to influence or reward me in connection with a business decision or transaction?

If the answer to all five questions is "no," you may accept a gift with a retail value of USD\$100 or less given on an occasion when gifts are customary.

If you receive a gift that is not permitted by policy, you have a responsibility to politely refuse or return it.

6. Post-Employment Activities

The following provision applies to all Ripple employees:

Non-public Information: An employee's duty to maintain the confidentiality of non-public information continues after his or her employment ends. This information pertains not only to our Company but to those individuals and companies that do business with us; this does not prevent you from reporting to the government or regulators conduct that you believe to be in violation of law.

All Company assets in your possession must be returned to the Company. An employee must leave all Company laptops, documents, files, computers, reports and records containing non-public information, and all copies of such information, with the Company when his or her employment ends.

Solicitation of Employees: Upon leaving Ripple, former employees shall not seek to solicit employees of Ripple nor take any action to persuade employees to terminate their employment with Ripple for a period of twelve months.

7. Reporting and Required Absences

The following provision applies to all Ripple employees:

Reporting Violations of Law and Policy: Employees are encouraged to report violations of the law or Company policy. We encourage employees to ask questions and have open conversations with their managers on business and conduct concerns. We rely on our



employees to speak up when something is unclear. You are required to promptly report any known or suspected violations of the Code, any internal Company policy or any law or regulation related to our business. Reporting is required whether the violation involves you or someone else subject to the Code. You should report any known or suspected illegal conduct, or conduct that violates the underlying principles of the Code, by any of our customers, consultants, contract or temporary workers, business partners or agents. Just as you will be held responsible for your own actions, you can also be held responsible for not reporting the actions of others if you knew (or should have known) that they were in violation of any applicable policy, law or regulation.

In addition, your reporting obligations to the Company do not prevent you from reporting to the government or regulators conduct that you believe to be in violation of law. Violations should be reported to either:

- Chief Executive Officer, Chris Larsen;
- Chief Compliance Officer, Antoinette O'Gorman;
- via Ripple's Unusual Activity Reporting ("UAR") process, where appropriate; or,
- anonymously via Ripple's Global reporting hotline: via phone 855.874.2657 or online at www.ripple.ethicspoint.com (Navex Global is a firm that supports company Compliance programs by offering a wide variety of services, including hotline reporting).

All reports will be treated confidentially to the maximum extent consistent with the fair and rigorous enforcement of these standards. When Ripple investigates any report of a violation of the Code of Conduct every employee must fully cooperate with the investigation, consistent with the employee's rights under the law. Ripple will not permit retaliation against any employee for reporting potential violations.

Report Criminal, Legal or Regulatory Proceedings that Involve You Personally:

You must immediately report to People Operations the following incidents that involve you personally, whether they relate to the business of the Company or not:

- Any inquiry or action by a financial services regulator, law enforcement agency or similar authority, including any denial or suspension of a license or request seeking to take testimony or interview you regarding conduct at the Company or any other financial services institution;
- Any legal claims against you asserting fraud, dishonesty, or unfair or unethical conduct related to financial services.

If you have questions on whether you need to report a criminal, legal or regulatory proceeding, contact People Operations.



8. Employee Privacy

Ripple does not share employees' or other Insiders' personal information with companies, organizations or individuals outside the company without advance permission unless one of the following circumstances applies:

- We believe that is reasonably necessary to comply with a law, regulation or legal request
- To protect the safety of any person
- To address fraud, security or technical issues
- To protect Ripple's rights or property

However, nothing in this Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

Ripple's policy is, when possible, to notify employees of requests for their account information, which includes a copy of the request, prior to disclosure, unless we are prohibited from doing so (e.g., an order under 18 U.S.C. § 2705(b)). Exceptions to prior notice may include exigent or counterproductive circumstances (e.g., emergencies; account compromises).



Exhibit A

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

As a condition of my employment with Ripple Labs Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following terms under this Proprietary Information and Inventions Agreement (this "**Intellectual Property Agreement**"):

Employment

(a.i.a) I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

(a.i.b) I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

Confidential Information

(b) **Company Information.** I agree at all times during the term of my employment (my "**Relationship with the Company**") and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any third party without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, business plans, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my Relationship with the Company), market research, works of original authorship, intellectual property (including, but not limited to, unpublished works and undisclosed patents), photographs, negatives, digital images, software, computer programs, ideas, developments, inventions (whether or not patentable), processes, formulas, technology, designs, drawings and engineering, hardware configuration information, forecasts, strategies, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(c) **Other Employer Information.** I agree that I will not, during my Relationship with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(d) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

Intellectual Property

Appendix A Assignment of Intellectual Property. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest in and to any original works of authorship, domain names, inventions, concepts, improvements, processes, methods or trade secrets, whether or not patentable or registrable under copyright or similar laws, that I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the service of the Company (collectively referred to as "*Intellectual Property*") and that (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the Company business or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent any Intellectual Property is not deemed to be work made for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 3**Exception to Assignments**. I understand that the provisions of this Intellectual Property Agreement requiring assignment of Intellectual Property to the Company are limited by Section 2870 of the California Labor Code, which is attached hereto as

(e) , and do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities or trade secret information; and (iii) does not result from any work performed by me for the Company; and (iv) does not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time period in which I am employed by the Company. I will advise the Company promptly in writing of any intellectual property that I believe meets the criteria for exclusion set forth herein and is not otherwise disclosed pursuant to

Section 3 Intellectual Property Retained and Licensed. I provide below a list of all original works of authorship, inventions, developments, improvements, trademarks, designs, domain names, processes, methods and trade secrets that were made by me prior to my Relationship with the Company (collectively referred to as "*Prior Intellectual Property*"), that belong to me, that relate to the Company's proposed business, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property. above..

(f) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents, trademarks, domain names or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and other instruments that the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Intellectual Property, and any copyrights, patents, trademarks, domain names or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Intellectual Property Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this Intellectual Property Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent and copyright, trademark or domain name registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(g) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during the term of my Relationship with the Company. The records will be in the form of notes, sketches, drawings, works of original authorship, photographs, negatives or digital images or in any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(h) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, trademarks, designs, domain names, processes, methods and trade secrets that were made by me prior to my Relationship with the Company (collectively referred to as "*Prior Intellectual Property*"), that belong to me, that relate to the Company's proposed business, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the

course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.

Prior Intellectual Property:

Title	Date	Identifying Number or Brief Description

Appendix B Exception to Assignments. I understand that the provisions of this Intellectual Property Agreement requiring assignment of Intellectual Property to the Company are limited by Section 2870 of the California Labor Code, which is attached hereto as

(i) , and do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities or trade secret information; and (iii) does not result from any work performed by me for the Company; and (iv) does not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time period in which I am employed by the Company. I will advise the Company promptly in writing of any intellectual property that I believe meets the criteria for exclusion set forth herein and is not otherwise disclosed pursuant to Section 3Intellectual Property Retained and Licensed. I provide below a list of all original works of authorship, inventions, developments, improvements, trademarks, designs, domain names, processes, methods and trade secrets that were made by me prior to my Relationship with the Company (collectively referred to as "**Prior Intellectual Property**"), that belong to me, that relate to the Company's proposed business, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property. above.

Appendix C Return of Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, domain names, original registration certificates, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property, or

reproductions of any aforementioned items, developed by me pursuant to my Relationship with the Company or otherwise belonging to the Company or its successors or assigns. In the event of the termination of my Relationship with the Company, I agree to sign and deliver the "**Termination Certificate**" attached hereto as

(j) .

Notification of New Employer

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client of my rights and obligations under this Intellectual Property Agreement.

No Solicitation of Employees

In consideration for my Relationship with the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my Relationship with the Company as an employee, consultant, officer and/or director and for a period of twelve (12) months thereafter, I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) -month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly.

Representations

I represent that my performance of all the terms of this Intellectual Property Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Intellectual Property Agreement.

Equitable Relief

The Company and I each agree that disputes relating to or arising out of a breach of the covenants contained in this Intellectual Property Agreement may cause the Company or me, as applicable, to suffer irreparable harm and to have no adequate remedy at law. In the event of any such breach or default by a party, or any threat of such breach or default, the other party will be entitled to injunctive relief, specific performance and other equitable relief. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

General Provisions

(k) **Governing Law; Consent to Personal Jurisdiction.** This Intellectual Property Agreement will be governed by the laws of the State of California as they apply to contracts entered into and wholly to be performed within such state. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Northern District of California for any lawsuit filed there by either party arising from or relating to this Intellectual Property Agreement.

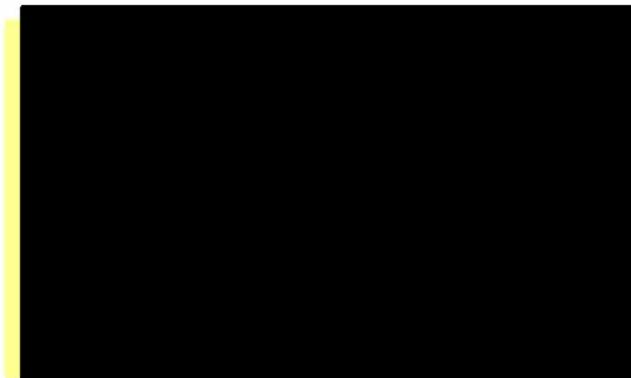
(l) **Entire Agreement.** This Intellectual Property Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Intellectual Property Agreement, or any waiver of any rights under this Intellectual Property Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Intellectual Property Agreement.

(m) **Severability.** If one or more of the provisions in this Intellectual Property Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(n) **Successors and Assigns.** This Intellectual Property Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Proprietary Information and Inventions Agreement as of Dec 24, 2013.



WITNESS:

By: _____
Name: _____

Address:

[SIGNATURE PAGE TO PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT]